

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
FEBRUARY 16, 2000

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, February 16, 2000 at 7:30 p.m.**, in the Legislative Room, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Baenen, Bunker, Krueger, Hansen, Zima, Vander Leest, Vanden Plas, Collins, Clancy, Wilmet, Watermolen, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Johnson, Kuehn, Reich, Schillinger, Moynihan, Simons, Williquette

Excused: Hinkfuss

Total Present: 23

Total Excused: 1

****PRESENTATION****

**JAIL CONSULTANT, JIM ROWENHORST (RAPID CITY, SOUTH DAKOTA)
TRANSITION PLAN FOR NEW JAIL**

No. 1 -- Adoption of Agenda.

A motion was made by Supervisor Krueger and seconded by Supervisor Clancy to adopt the agenda as revised. Vote taken. Motion carried unanimously with no abstentions.

No. 2 -- Approval of minutes of January 19, 2000 meeting.

A motion was made by Supervisor Moynihan and seconded by Supervisor Kaye to adopt the minutes as presented. Vote taken. Motion carried unanimously with no abstentions.

No. 3 -- Announcements by Supervisors.

Supervisor Schadewald encouraged Supervisors to attend the forum by Packers tomorrow at the Museum.

Supervisor Vander Leest mentioned the overnight lockup fundraiser such as the one Pontiac, Michigan had as a means of raising money for the jail.

No. 4 -- COMMUNICATIONS.

No. 4a -- Communication from State Representative John Ryba, re: Campaign Finance Reform.

Refer to Executive Committee.

No. 4b -- Communication from State of Wisconsin, Land and Water Conservation board, Robert Uphoff, Chairman, re: Cost-Share Program.

Refer to Planning, Development and Transportation Committee.

No. 5 -- LATE COMMUNICATIONS.

No. 5a -- Communication from County of Manitowoc Resolution #1999/2000-148 re: Resolution Opposing a Regional Sales Tax for Replacing or Renovating Lambeau Field.

Receive and place on file.

No. 5b -- Communication from Paul Jadin, Mayor of City of Green Bay and Ted Pamperin, President of Village of Ashwaubenon about the resolution on the agenda regarding seeking to delay legislative action on the Packer Bill.

Receive and place on file.

No. 6 -- Appointments by County Executive.

A motion was made by Supervisor Haefs and seconded by Supervisor Kaye to adopt items #6a, 6b, 6d, 6e and 6f with one vote. Vote taken. Motion carried unanimously with no abstentions.

No. 6a -- Reappointment of Steve Thomas, Marvin Rucker, Erin Tisch and Supervisor Jack Krueger to Affirmative Action Committee.

No. 6b -- Appointment of Glen Uphill to NEW Zoo Advisory Committee.

No. 6c -- Reappointment of Susan Kempken and appointment of Duane Swift and Dave Hoslet to Neville Public Museum Board.

A motion by Supervisor Wilmet to adopt item #6c but Supervisor Vander Leest has a problem with Duane Swift. He will vote anyhow. Supervisor Zima voted no on Mr. Swift. Supervisor Schillinger abstained on Mr. Swift.

No. 6d -- Reappointment of Paul Kegel and appointment of Judy Crain and Kay Lund to Nicolet Federated Library System Board of Directors.

No. 6e -- Reappointment of Sean Ryan, Paul Kegel and Nancy Kaufman to Library Board.

No. 6f -- Reappointment of Jerry Van Sistine and appointment of Jack Walsh and Mary Mulling to Aging Resource Center Board.

No. 7a -- Report by County Executive.

Rural Summit – Hours are 8-12 on Saturday, February 26, 2000 at the Brown County Extension. A number of departments will be there to describe the functions of their departments. The point is to hear from the rural areas how they can better access County Government and what we can do to address those concerns; what things they value and what priorities they would like us to establish.

Nancy spoke on her library hours in Ashwaubenon today, and remarked about the large number of people that came in to talk about Lambeau Field. She shared questions regarding Lambeau Field that one gentleman brought to her. She feels this is the most communications on one subject that she has ever received in her 12 years of government.

Ms. Nusbaum explained how she went out on the Internet to acquire as much knowledge as she possibly could on this subject. In doing so she found Professor Mark Rosentraub, who was aware of the Packer situation. She feels the impact on Brown County must be looked at. We want this project to be a positive win. We must be a good advocate for the taxpayers that we represent.

No. 7b -- Report by Board Chair. None.

No. 8 -- Other Reports. None.

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF FEBRUARY 3, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on February 3, 2000, and recommends the following motions:

1. Review minutes of:
 - a. Brown County Housing Authority of November 16, 1999 and December 2, 1999.
Approve.
2. Reappointment of Steve Thomas, Marvin Rucker, Erin Tisch and Supervisor Jack Krueger to Affirmative Action Committee. Committee approved. See Appointments February County Board Agenda.
3. Communication from Supervisor Pat Collins re: Brown County/Green Bay Packer Stadium Issues. (Referred from January County Board.) A subcommittee be formed made up of Supervisor Jim Schmitt, Supervisor Rick Schadewald, and County Board Chair, Tim Hinkfuss, to look at the different plans and come back to this Committee with ideas or proposals.
4. County Board – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Transfer of \$9,157 from General Fund charged to Professional Services Account #10-0601-50-0908 (WCA Tobacco Litigation Fund for 2000). Referred to Executive Committee. Approve.
5. Resolution re: Authorizing Sale of County Property to Family Services of Northeast Wisconsin, Inc. (Referred to special Human Services Committee meeting of February 9, 2000.) Committee approved. See Resolutions, Ordinances, February County Board agenda.
6. Corporation Counsel – Resolution re: Disallowance of Claim (Dean M. Kane). Committee approved. See Resolutions, Ordinances February County Board agenda.

7. Corporation Counsel – Resolution re: Disallowance of Claim (Judith Wiegert). Committee approved. See Resolutions, Ordinances February County Board agenda.
8. Corporation Counsel – Resolution re: Disallowance of Claim (George L. Crabb). Committee approved. See Resolutions, Ordinances February County Board agenda.
9. Corporation Counsel – Resolution re: Disallowance of Claim (Norman C. Riedel and Mary L. Riedel). Committee approved. See Resolutions, Ordinances February County Board agenda.
10. County Clerk's Report. (No report.)
11. Information Services – Request for Budget Transfer (#99-100): Increase in Expenditures with Offsetting Increase in Revenue: Purchase an accounting software package from GCR & Associates for Airport (Information Services Revenue: \$125,000; Information Services Computer Software \$110,000; Information Services Software Maintenance \$15,000). Approved.
12. Information Services Director's report. No action.
13. Facility Management – Facility Master Plan Committee proposed County Farm Property Future Land Use Plan. (Referred back to committee from January County Board.) Approve.
14. Facility Management – Monthly Activity Report. No action.
15. Facility Management – Jail Update. No action.
16. Finance Department – Monthly Activities Report (December 27 through January 21, 2000). Receive and place on file.
17. Finance Department – 1999 Budget Transfer Log. Receive and place on file.
18. Human Resources Dept. – Monthly Committee report – January 2000. No action.
19. Human Resources Dept. – Director's report. (No report.)
20. Audit of bills. Pay the bills.

A motion was made by Supervisor Clancy and seconded by Supervisor Johnson to adopt. Vote taken.

Supervisor Haefs questioned item #3 regarding forming a subcommittee for the Brown County/Green Bay Packers Stadium Issues. His concern is if the subcommittee should be formed and begin meeting before approval of the County Board? Corporation Counsel confirmed this was legal.

Motion carried.

Approved by: \s\ Nancy J. Nusbaum, County Executive

Date: 3/1/00

No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF JANUARY 27, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION AND RECREATION COMMITTEE met in regular session on January 27, 2000 and recommends the following motions:

1. Review minutes of:
 - a) Green Bay Area Room Tax Commission of December 1, 1999. Receive.
2. Appointment of Glen Uphill to New Zoo Advisory Committee. See appointments February County Board agenda. Committee approved. See Resolutions, Ordinances February County Board agenda.
3. Reappointment of Susan Kempken and appointment of Duane Swift and Dave Hoslet to Neville Public Museum Board. Committee approved. See appointments February County Board agenda.
4. Reappointment of Paul Kegel and appointment of Judy Crain and Kay Lund to Nicolet Federated Library System Board of Directors. Committee approved. See appointments February County Board agenda.
5. Reappointment of Sean Ryan, Paul Kegel and Nancy Kaufman to Library Board. See appointments February County Board agenda. Committee approved. See appointments February County Board agenda.
6. Museum – Visitor Count for months of November & December 1999. Receive and place on file.
7. Library Proposed Branch report.
 - a) Financials. Receive and place on file.
8. Library Director's Report. No action.
9. Golf Course – Resolution from Kenosha County (#159) and Walworth County (#60-11/99) re: Restricting Rights of Wisconsin citizens to freely assemble, organize and operate a private golf club. Review of 1999 Assembly Bill 398. (Held from previous meeting.) Support the two Counties' (Walworth and Kenosha) Resolutions. Ayes: 4(Vander Leest, Hansen, Johnson, Williquette); Nays: (Kuehn). Motion carried. See Resolutions, Ordinances February County Board agenda.
10. Arena/Expo Centre – Attendance Report (November 7 December 1999). Receive and place on file.
11. Parks – Communication from Supervisor Roger Vander Leest re: Brown County name appropriate facility at the NEW Zoo to recognize the numerous contributions made by Ernie Ehrbar. (Referred from December County Board.) Rename the Visitor Centre after Ernie Ehrbar and place a plaque in his name.
12. Park Director's Report. No action.
13. Audit of bills. No bills present.

A motion was made by Supervisor Simons and seconded by Supervisor Kaye to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive

Date: 3/1/00

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF FEBRUARY 7, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on February 7, 2000 and recommends the following motions:

1. Discussion of communication from Supervisor Pat Collins re: Brown County/Green Bay Packer Stadium issues. Refer to Lambeau Field Renovation Subcommittee.
2. Discussion of communication from Supervisors Don Baenen and Eugene Schmitz re: Taxation with Representation. Refer to Lambeau Field Renovation Subcommittee.
3. County Board – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: WCA Tobacco Litigation Fund for 2000. Charged to County Board Professional Services account #10-0601-50-0908. Approve.
4. Resolution re: Authority to Execute a 1999-2000 Labor Agreement with the Brown County Mental Health Center Professional Employees (RN's) Union Local 1901-E. Committee Adopted. See Resolutions, Ordinances February County Board agenda.
5. Resolution re: Authority to Execute a 1999-2000-2001 Labor Agreement with the Brown County Para-Professional Library Employees. Committee Adopted. See Resolutions, Ordinances February County Board agenda.
6. Resolution re: Authority to Execute a 1999-2000-2001 Labor Agreement with the Brown County Professional Library Employees. Committee Adopted. See Resolutions, Ordinances February County Board agenda.
7. Resolution re: Authority to Execute a 1999-2000-2001 Labor Agreement with the Brown County Community Health Nurse Employees. Committee Approved. See Resolutions, Ordinances February County Board agenda.
8. Report by County Executive. No action.
9. Legislative Report. No action.
10. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85(1)(e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meeting law pursuant to 19.82(1) of the Wisconsin State Statutes.
 - a) Enter into closed session.
 - b) Return to open session.
 - c) No action taken.

A motion was made by Supervisor Wilmet and seconded by Supervisor Johnson to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive

Date: 3/1/00

No. 9c(i) -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF FEBRUARY 14, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in **special** session on February 14, 2000, and recommends the following motions:

1. Resolution re: Requesting Time for County Consideration of Lambeau Field State Legislation.
 - a. Amend Resolution to Read “Now therefore be it resolved by the Brown County Board of Supervisors that, based on a variety of concerns and issues with the Packer proposal for a renovated Lambeau Field, including those issues stated above, it hereby calls upon the State Legislature to ~~delay action on the legislation as proposed by the Packers for the renovation of Lambeau Field to provide adequate time for Brown County, through its elected officials, to analyze, debate, and refine not only the Packer proposal, but other potential funding plans for Lambeau Field, for final passage by the State Legislature by the end of the Spring legislative session.”~~ Ayes: 1(Schillinger); Nays: 5(Bunker, Hansen, Reich, Watermolen, Wilmet); Excused: 1(Hinkfuss). Motion defeated.
 - b. Committee approved Resolution. Ayes: 5(Bunker, Hansen, Reich, Watermolen, Wilmet); Nays: 1(Schillinger); Excused: 1(Hinkfuss). Motion Passed.
- See Resolutions, Ordinances February County Board agenda.
2. Request to expend \$2,000 from the County Board budget – Professional Services – for the purpose of offering professional advice regarding Lambeau Field Renovation and related funding by Professor Mark Rosentraub, School of Public and Environmental Affairs, University of Indiana. Approve Request. Ayes: 5(Bunker, Hansen, Reich, Watermolen, Wilmet); Nays: 1 (Schillinger); Excused: 1 (Hinkfuss). Motion Carried.

A motion was made by Supervisor Hansen and seconded by Supervisor Baenen to adopt item #1 regarding “Resolution Requesting time for County Consideration of Lambeau Field State Legislation”. Vote taken. Motion carried unanimously with no abstentions.

Supervisor Schillinger requested item #2 be voted on separately.

A motion was made by Supervisor Collins and seconded by Supervisor Reich to adopt.

Under discussion.

Supervisor Schillinger explained that all County Board members have the County’s best interest at heart. He doesn’t support Professor Rosentraub and he feels he is tainted and he doesn’t think he (Professor Rosentraub) can be objective. Professor Rosentraub has been accused in the San Diego Press as being a hired gun. Mr. Schillinger feels that whomever pays for the consultant fees, gets the answer they want. He feels it is a waste of money. He feels the intent is a commendable effort to get information but not a good step.

Supervisors Reich, Collins, Zima, Schadewald, Clancy, Krueger, Kuehn, Vander Leest, Williquette, Vanden Plas, Simons and Schmitz all spoke on their support of hiring Professor Rosentraub, explaining the County Board needs this information. All feel it’s \$2,000 well spent. Supervisor Moynihan spoke in opposition to the \$2,000 expenditure.

Supervisor Schmitt, Chair of Sub-Committee spoke to Professor Rosentraub who has 25 years experience on studying and researching professional economics of professional sports teams, etc. Supervisor Schmitt said Professor Rosentraub studies exactly what we are about to do in Brown

County. He also spoke to the Professor's references and feels this is the person we need to provide us a piece to the puzzle; Professor Rosentraub is an expert in this area.

Vote on \$2,000. Roll Call #9c(i)(1):

Ayes: Baenen, Bunker, Krueger, Hansen, Zima, Vander Leest, Vanden Plas, Collins, Clancy, Wilmet, Watermolen, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Johnson, Kuehn, Reich, Simons, Williquette

Nays: Schillinger, Moynihan

Excused: Hinkfuss

Total Ayes: 21 Total Nays: 2 Excused: 1

Motion Carried.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF JANUARY 20, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on January 20, 2000, and recommends the following motions:

1. Review minutes of:
 - a) Homeless Issues & Affordable Housing Subcommittee (12/20/99).
 - b) Human Services Board (12/2/99).
 - c) Handicapped Children's Education Board (11/22/99).
 - d) Aging Resource Center Board (12/2/99).
 - e) Aging Resource Center – Finance Committee (12/2/99).
 - f) Community Options Program Appeals Committee (11/18/99).
 - g) Board of Health (10/12/99).

Approve a-g.
2. Communication from Supervisor Guy Zima requesting Human Services Department give a full accounting regarding the misappropriation of taxpayer funds within Human Services Department. (Referred from December County Board.) Receive and place on file Supervisor Zima's communication.
3. Reappointment of Jerry Van Sistine and appointment of Jack Walsh and Mary Mulling to Aging Resource Center Board. Committee approved. See Appointments February County Board agenda.
4. Update of Mental Health Center (Mark Keckeisen). No action.
5. Syble Hopp School – Director's report. No action.
6. Human Services Department – Financial Report (Using November/October Data Unaudited} 1999 Year End). Receive and place on file.
7. Human Services Department – Correspondence from Senator Gary Drzewiecki on Biennial Budget provision limiting the authority of municipal courts to suspend drivers licenses for violations of non-traffic ordinances. Receive and place on file.

8. Human Services Department – Request to reorganize Admissions, Billing, and Collections Supervisor positions. Table until Human Resources Department gets back to committee.
9. Human Services Department Director's report. No action.
10. Audit of bills. Pay the bills.

A motion was made by Supervisor Schmitt and seconded by Supervisor Baenen to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 9e -- REPORT OF SPECIAL HUMAN SERVICES COMMITTEE OF FEBRUARY 9, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in **special** session on February 9, 2000, and recommends the following motions:

1. Discuss the sale of land to Family Services. No action.
2. Update on the Family Services occupying the Mental Health Center. No action.
3. Resolution re: Authorizing Sale of County Property to Family Services of Northeast Wisconsin, Inc. (Referred from Administration Committee.) Committee adopted. See Resolutions, Ordinances February County Board agenda.

A motion was made by Supervisor Haefs and seconded by Supervisor Johnson to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 9f -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF JANUARY 26, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE met in regular session on January 26, 2000, and recommends the following motions:

Land Conservation Subcommittee

1. Discussion of Brown County Land Conservation Department 2000 Annual Work Plan. Approve.

Planning, Development and Transportation Committee

1. Review minutes of:
 - a) Central Brown County Water Authority (12/6/99 & 12/16/99).
 - b) Solid Waste Board (10/18/99).
 - c) Harbor Commission (10/4/99).Receive and place on file.
2. Resolution re: Authorizing Increase in Compensation to Brown County Condemnation Commission. (Held from previous meeting.)
 - a) Amend Resolution to set the hourly wage at \$25 per hour plus mileage at the present Brown County mileage rate \$.32.5 per mile)
 - b) Adopt Resolution as amended.See Resolutions, Ordinances February County Board agenda.
3. Audit of bills. Pay the bills.

A motion was made by Supervisor Vanden Plas and seconded by Supervisor Collins to adopt. Supervisor Clancy spoke on the Comprehensive Economic Development Strategy Annual Report of the Bay Lake Regional Planning Commission and encouraged the County Board to read this report.

Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 9g -- REPORT OF PUBLIC SAFETY COMMITTEE OF FEBRUARY 2, 2000

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on February 2, 2000, and recommends the following motions:

1. Review minutes of:
 - a) Local Emergency Planning Committee (LEPC) of January 11, 2000.
 - b) Brown County Arson Task Force Board of Directors meeting of November 11, 1999.Receive and place on file items a-b.
 - c) Brown County Circuit Courts Security Committee Quarterly report of December 31, 1999.Receive and place on file item c.
2. Clerk of Courts – Case Filings and Statistics through December 1999. Receive and place on file.

3. Public Safety Communications Department – Communication from Village of Ashwaubenon re: Joint Dispatch. Communicate with Village of Ashwaubenon in regard to the telecommunications system and then make a decision at March meeting.
4. Sheriff – Ordinance re: To Establish Sec. 31.27 of the Brown County Code relative to Dogs Running at Large. (Tabled from previous meeting.) Table Issue. Ayes: 4(Simons, Zima, Wilmet, Kaye); Nays: 1(Schmitt). Motion carried.
5. Sheriff – New Jail Staffing (Held from previous meeting.)
 - a) Hire 20 people. (No Vote Taken.)
 - b) Substitute Motion: Add 5 correctional officers and a clerk for the transition team. Ayes: 2(Kaye, Simons); Nays: 3(Schmitt, Wilmet, Zima). Motion defeated.
 - c) Amend original motion: Hire 20 staff with the use of grant money (\$177,000) to hire the people and give an accounting of the impact the new hires have on the overtime situation within 3 months the hires take place.
6. Sheriff – Courthouse Security update by Mark Keckeisen. (As requested at previous meeting.) No action.
7. Sheriff – Jail Population and Overtime Report. Receive and place on file.
8. Sheriff's report. Receive and place on file.
9. Sheriff – Jail Progress Report. Receive and place on file.
10. Sheriff – Communication from Supervisor Jim Schmitt requesting Human Resources study the pros and cons of deleting a Captain or Lieutenant position from the Sheriff's department Jail Division and creating a position of a Civilian Administrator, i.e., business manager reporting to the Sheriff. (Held from Previous Meeting.) Jail Survey Data Information will be mailed separately by Human Resources. No action.
11. Audit of bills. Pay the bills.

A motion was made by Supervisor Kaye and seconded by Supervisor Simons to adopt. Supervisor Kaye wanted it recorded that there be a correction to the minutes regarding item #5c (hiring 20 staff with the use of grant money for the new jail) to amend original staff with grant money totaling \$177,000.

Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

A motion was made by Supervisor Krueger and seconded by Supervisor Schmitt to adopt items number 10a thru 10d with one vote. Vote taken. Motion carried unanimously with no abstentions except for item #10c in which Supervisor Hansen voted nay.

No. 10a -- RESOLUTION REGARDING DISALLOWANCE OF CLAIM (DEAN M. KANE)

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a Notice of Claim was filed on December 16, 1999, in the Brown County Clerk's office; and

WHEREAS, said Notice of Claim alleges that Dean M. Kane sustained damages, and alleges that said damages were caused by Brown County and employees of Brown County; and

WHEREAS, after a review of this matter by the Corporation Counsel's office, said office recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the claim submitted by Dean M. Kane be and the same is hereby denied, and no action on this claim may be brought against Brown County or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant, Dean M. Kane, as a notice of disallowance.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 10b -- RESOLUTION REGARDING DISALLOWANCE OF CLAIM (JUDITH WIEGERT)

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a Notice of Claim was filed on November 10, 1999, in the Brown County Clerk's Office; and

WHEREAS, said Notice of Claim alleges that Judith Wiegert sustained damages, and alleges that said damages were caused by Brown County and employees of Brown County; and

WHEREAS, after a review of this matter by the Corporation Counsel's office, said office recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the claim submitted by Judith Wiegert be and the same is hereby denied, and no action on this claim may be brought against Brown County or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant, Judith Wiegert, and to her attorney, William D. Kulkoski, as a notice of disallowance.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 10c -- RESOLUTION REGARDING DISALLOWANCE OF CLAIM (GEORGE L. CRABB)

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a Notice of Claim was filed on October 20, 1999, in the Brown County Clerk's Office; and

WHEREAS, said Notice of Claim alleges that George L. Crabb sustained damages, and alleges that said damages were caused by Brown County and employees of Brown County; and

WHEREAS, after a review of this matter by the Corporation Counsel's office, said office recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the claim submitted by George L. Crabb be and the same is hereby denied, and no action on this claim may be brought against Brown County or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant, George L. Crabb, as a notice of disallowance.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 10d -- RESOLUTION REGARDING DISALLOWANCE OF CLAIM (NORMAN C. RIEDEL AND MARY L. RIEDEL)

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a Notice of Claim was filed on October 22, 1999 in the Brown County Clerk's office; and

WHEREAS, said Notice of Claim alleges that Norman C. Riedel and Mary L. Riedel sustained damages, and alleges that said damages were caused b Brown County and employees of Brown County; and

WHEREAS, after a review of this matter by the Corporation Counsel's office, said office recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the claim submitted by Norman C. Riedel and Mary L. Riedel, be and the same is hereby denied, and no action on this claim may be brought against Brown County or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Claimants Norman C. Riedel and Mary L. Riedel, and their attorney, Andrew A. Van Sickle, as a notice of disallowance.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 10e -- **RESOLUTION REGARDING AUTHORIZING SALE OF COUNTY PROPERTY TO FAMILY SERVICES OF NORTHEAST WISCONSIN, INC.**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Family Services of Northeast Wisconsin, Inc. has offered to purchase certain property owned by Brown County on St. Anthony Drive in the City of Green Bay, in the vicinity of the Brown County Mental Health Center; and

WHEREAS, a legal description of the property sought to be purchased is described on the attached map as Lot 1, with the price being \$50,040.00; and

WHEREAS, Family Services of Northeast Wisconsin, Inc., intends to use this property for the purpose of constructing a building which will house various offices and programs of Family Services of Northeast Wisconsin, Inc.; and

WHEREAS, this property is hereby determined by the County Board to be no longer needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves the sale of Lot 1 as described on the attached map, which is approximately 2.4 acres in size for the purchase of \$50,040.

BE IT FURTHER RESOLVED that the sale shall occur when all appropriate contingencies have been complied with and it is determined by the County Executive to proceed with the sale.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
ADMINISTRATION COMMITTEE

A motion was made by Supervisor Simons and seconded by Supervisor Bunker to adopt.
A motion was made by Supervisor Zima and seconded by Supervisor Vander Leest to refer back to committee.

Discussion on referral.

Supervisor Bunker explained both Family Services and Brown County got an appraisal for this property. Mark Keckeisen explained details of the land use and how they arrived at a selling price. He also stated \$50,040 was the price agreed to and passed both the Administration and Human Services Committees.

Supervisor Krueger and Supervisor Vander Leest do not support referral and do not support this issue. They urged the County Board to vote no on this issue.

Supervisor Schillinger spoke against referral and in favor of resolution.

Voice vote on referral.

A "No" vote prevailed.

Discussion by Supervisor Zima.

Supervisor Bunker urged County Board to vote yes on this. Vote taken. Roll Call #10e(1):

Ayes: Baenen, Bunker, Hansen, Collins, Clancy, Wilmet, Schadewald, Haefs, Kuehn, Reich, Schillinger, Moynihan, Simons, Williquette

Nays: Krueger, Zima, Vander Leest, Vanden Plas, Watermolen, Schmitz, Schmitt, Kaye, Johnson

Excused: Hinkfuss

Total Ayes: 14 Total Nays: 9 Excused: 1

Motion carried.

NOTE: RESOLUTION #10E – SUPERVISOR DEAN REICH (OF THE PREVAILING SIDE) REQUESTS THAT THIS RESOLUTION BE BROUGHT BACK TO THE COUNTY BOARD FOR RECONSIDERATION. PETITION RECEIVED IN THE COUNTY CLERK’S OFFICE ON 2-28-00 AT 10:55 A.M.

No. 10f -- RESOLUTION REGARDING RESTRICTING RIGHTS OF WISCONSIN CITIZENS TO FREELY ASSEMBLE, ORGANIZE AND OPERATE A PRIVATE GOLF CLUB

A motion was made by Supervisor Hansen and seconded by Supervisor Johnson to adopt.

Discussion followed.

Supervisors Haefs, Hansen and Vander Leest spoke on concerns of this resolution.

Supervisor Schillinger agrees with the committee vote.

Supervisor Vander Leest explained the enforcement of this would be difficult. The state shouldn't be interfering.

Supervisor Kuehn stated if you aren't comfortable don't support this resolution and refer it back to committee. A motion was made by Supervisor Kuehn and seconded by Supervisor Schmitt to refer back to committee.

Supervisor Schillinger and Supervisor Hansen support the referral of this resolution in order to obtain the necessary answers.

Supervisor Vander Leest feels this is a clear resolution and is in support of it.

Supervisor Schadewald supports referral but encourages clearer understanding of resolutions and advice from lobbyists.

Voice vote on referral. Ayes: 22; Nays: 1; Excused: 1. Motion carried to refer back to committee.

**No. 10g -- RESOLUTION REGARDING AUTHORITY TO EXECUTE A 1999-2000
LABOR AGREEMENT WITH THE BROWN COUNTY MENTAL
HEALTH CENTER PROFESSIONAL EMPLOYEES (RN'S) UNION
LOCAL 1901-E**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two(2) year labor agreement on behalf of Brown County with the Brown County Mental Health Center Professional Employees (RN's) Union Local 1901-E for the years 1999 and 2000, effective January 1, 1999, which agreement shall provide the following major changes from the 1996-1997-1998 labor agreement.

The package proposal components are as follows:

1. ARTICLE 4 WAGES

Delete "1996" as it appears in line 70 and replace it with "1999" and insert the word "and" between the comma and the word "the".

Delete line 71 and replace it with "for 2000".

Change WRS amounts - \$94.00 for 1999 and \$97.00 for 2000.

2. NEW ARTICLE ON VACATION AND PERSONAL DAY USE

Amend contract to allow use to be spread throughout the year.

3. ARTICLE 20 INSURANCE

Insert at line 500 after the words "County payment" the phrase "at a pro-rated basis".

Insurance Deductibles:

The basic health insurance plan currently offered by the County shall be amended to provide that the major medical deductible for the single and family basic health insurance plan shall be \$100.00 per individual. The maximum deductible per family shall be \$300.00.

Effective 12/31/00

A. SIDE LETTER

The County shall make available to employees a PPO as an additional and alternative health plan at a time at its discretion during 2000 with the following understandings:

1. Coverage shall be as outlined in the final document.
2. The County shall pay ninety-five percent (95%) (i.e. the employee shall pay 5%) of the family premium and one hundred 100% of the single premium for such plan. The plan deductible shall be \$50.00 for the single plan and \$150.00 for the family plan.
3. There shall be no guarantee that the provider networks will remain the same or will be continued during or after the term of this agreement. Notice will be required prior to discontinuance of any provider networks in sufficient time to allow employees to opt into another plan at the time of the change or annually during the open enrollment period before the change is implemented. If the county continues to offer this plan after the expiration of this contract, the County agrees that coverage will be negotiable. Individual providers will not be guaranteed.
4. Maximum allowable fee as used in the PPO and Usual and Customary fee as used in the Basic and HSP plans are intended to be synonymous terms.

B. SIDE LETTER

U & C settlement: The union acknowledges the settlement of the U&C grievance and agrees to dismiss the grievance agreeing to the use of the 85th percentile for surgical and non-surgical claims.

Delete lines 524 through 539 and replace it with the following:

LIFE INSURANCE: The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each regular employee who wishes to maintain

such coverage. Coverage shall be the employees annual earnings rounded to the next \$1000.00 and the cost to the Employee shall be \$.10 per \$1000.00 of coverage.

Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after _____ will be eligible to participate in the plan at their own cost subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employees Group Life Insurance Plan will be applicable to the participating employees.

This proposal, as it pertains to life insurance, is contingent upon 100% acceptance by all Brown County bargaining groups

4. ARTICLE 29 DURATION

Delete the reference to January 1, 1996 and December 31, 1998 and replace it with January 1, 1999 and December 31, 2000 respectively.

5. APPENDIX A

Increase all hourly rates by 3% in 1999 and 3% in 2000. \$.05 to be added to the wage on 12/31/00.

6. EXISTING MEMORANDUMS:

<u>Brown County Clarification of Contract Duration and Covered Payroll Periods</u>	update
<u>On-Call Employees</u>	re-sign
<u>Parking</u>	re-sign
<u>County Wide Insurance</u>	delete
<u>Payout of Shift Differential</u>	re-sign

7. PROPOSED MEMORANDUMS

Long-term Care

The County shall make available a Long-term Care insurance policy in which employees may participate at the employee's own cost.

Weekend Differential Memo

Put in body of contract and effective upon ratification increase by \$.10.

Memos on Workforce Reduction and Low Census

Place in contract.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 10h -- RESOLUTION REGARDING AUTHORITY TO EXECUTE A 1999-2000-2001 LABOR AGREEMENT WITH THE BROWN COUNTY PARA-PROFESSIONAL LIBRARY EMPLOYEES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a three (3) year labor agreement on behalf of Brown County with the Brown County Para-Professional Library Employees for the years 1999, 2000 and 2001, effective January 1, 1999, which agreement shall provide the following major changes from the 1996-1997-1998 labor agreement.

The package proposal components are as follows:

1. ARTICLE 4 WAGES

Change language in lines 79-85 to read:

C. WISCONSIN RETIREMENT SYSTEM: Effective the first pay period which includes the first of the year for 1999, the County agrees that they shall pay up to one-hundred sixty dollars (\$160.00) per month in addition to the Employer's normal contribution for each employee including probationary employees. Effective the first pay period which includes the first of the year for 2000, the County agrees that they shall pay up to one-hundred sixty five dollars (\$165.00) per month in addition to the Employer's normal contribution for each employee including probationary employees. Effective the first pay period which includes the first of the year for 2001, the County agrees that they shall pay up to one-hundred seventy dollars (\$170.00)

per month in addition to the Employer's normal contribution for each employee including probationary employees. Regular part-time employees shall receive the above payment on a pro rata basis.

2. ARTICLE 3 PROBATIONARY PERIOD

Delete the last two sentences of lines at lines 56-58 and replace with the following:

A temporary employee is one who is hired for a specified period of time or to perform on a specific project (not to exceed ninety (90) calendar days). The employee will be separated from the payroll at the end of such period. The Union shall be notified of all new employees and with the necessary information. If the reason for the temporary posting is due to illness or injury, the posting can be filled up to one-hundred eighty (180) days without re-posting.

3. Repeal and recreate ARTICLE 18 SICK LEAVE:

Employees hired prior to January 1, 2001 are eligible for the sick leave accumulation and may, by voluntary enrollment, elect to participate in the casual day/short term disability plan instead of the sick leave plan. All employees covered by sick leave shall earn sick leave which shall accrue at the rate of seven and one half (7.5) hours of sick leave for each calendar month of service.

(a) SICK LEAVE: Sick leave allowance shall be accumulated in the employee's base sick leave account until a maximum of nine hundred (900) hours has accrued. The list of accumulated hours shall be posted each January.

(b) ABSENCES: Sick leave credits in any given year shall not be earned for any period of absence without pay or time otherwise not worked or paid for, except that for administrative purposes any approved absence or absences may be disregarded.

(c) ACCRUAL REQUIRED BEFORE USE: Sick leave shall not be used until it has been accrued.

(d) PART-TIME EMPLOYEES: Part time employees shall accrue sick leave prorated on the basis of time worked.

(e) ELIGIBILITY FOR SICK LEAVE: Each permanent employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, exposure to contagious disease, pregnancy, or necessary attendance upon members of the immediate family (defined as husband, wife, children, and parents) of the employee or his/her spouse.

1. Employees will attempt to make other arrangements, within a reasonable period of time (defined as up to two(2) weeks) for the attendance upon children or other persons in his/her care.

2. Employees may be required to provide a medical certificate to justify granting of sick leave after three (3) days of sick leave.

(f) EFFECT OF TERMINATION OF EMPLOYMENT: Previously accumulate sick leave shall not be terminated by absence on approval leave. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County department or agency to end such lay off.

(g) SICK LEAVE ON HOLIDAYS: In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave. Such holiday may be taken in conjunction with the vacation whenever possible.

If an employee becomes sick while they are on vacation, they can convert this time to sick leave if they notify their supervisor on each day of illness and present a doctor's certificate to their supervisor when they return to work.

(h) EMPLOYEES WHO retire shall receive fifty percent (50%) of their unused sick leave accumulation up to a maximum of ninety (90) days, (maximum payout 45 days) in cash if they are eligible for State Retirement or Social Security benefits or upon death. At the employee's option, the employee may request the Employer to set up an escrow account to provide for health insurance payments after retirement from the employee's sick leave payout. In the event of death of the employee, any remaining portion of the aforementioned fifty percent (50%) sum or the remainder of the escrow account will be paid in cash to the employee's estate.

Employees will be allowed to donate vacation leave to an employee who has exhausted all of their accumulated benefits.

Regular part-time employees shall be eligible for sick leave on a prorata basis in accordance with the outlined schedule.

4. Create new Article:

CASUAL DAYS/SHORT TERM DISABILITY LEAVE/BANKED SICK LEAVE/LONG TERM DISABILITY (Referred to in article as Casual Day/Disability Plan)

All employees who commence regular employment on or after January 1, 2001, will be automatically enrolled in the Casual Day/Disability Plan.

Part-time employees enrolled in the Casual Day/Disability Plan will be subject to proration of benefits based on posted hours.

CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

Employees hired on or before June 30 will earn prorated casual days at a rate of one-half (1/2) day for each full month worked up to six (6) months for a total of three (3) days and then shall receive one-half (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2) additional full days.

Employees hired on or after July 1 will not earn casual days during the initial calendar year in which they were employed. However, upon successful completion of six (6) months of employment, the employee shall receive five (5) casual days for the calendar year following the year of their hire.

Newly hired employees who terminate before the end of the calendar year in which they are hired or during probationary period, shall not receive any compensation for unused or accrued casual days. An employee who terminates employment on or before June 30 of any calendar year, shall receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An employee who terminates employment on or after July 1 of any calendar year shall receive payment for any unused casual days.

Casual days may be taken in fifteen (15) minute increments for purposes of required dental and medical care. Doctor and dentist appointments should be limited to a reasonable number of hours from work.

Casual days and banked sick leave may be used by an employee who is injured on the job to supplement his/her short term disability benefits in an amount which will equal regular pay. Such banked sick leave may be used only after casual days are exhausted.

SHORT TERM DISABILITY LEAVE

Employees who have completed six(6) months of service shall be eligible for disability leave pay as follows:

- On the job accidents or injuries of the employee – first day coverage at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).
- Sickness or an off the job accident or injury of the employee – coverage after three (3) work days at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) work days of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability, and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employer agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

In order to qualify for disability benefits, an employee must report to the immediate supervisor or other management designated employee at least one (1) hour prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but not less than one (1) hour prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

Employees absent for sickness in excess of three (3) consecutive work days who return to work but return to sickness leave status again within five (5) work days will immediately return to 75% of regular pay without any waiting period. Employees shall be eligible for an additional 26 weeks of coverage in the event the subsequent absence is for purposes unrelated to the initial absence.

An employee shall be eligible to use accrued disability benefits with pay for a period of absence from employment which is due to his/her personal injury or illness or in his/her immediate family or required dental care. Immediate family is defined as an employee's child, spouse or parent as those terms are defined under Section 103.10 Wis. Stats. Employees have the duty to attempt to make other arrangements within a reasonable period of time (defined as up to two calendar weeks) for the attendance of immediate family in their care or to be with an immediate family member who is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate disability benefits. The employee shall make herself available for return to work six (6) weeks from delivery and/or such time that the physician documents that the individual is medically able to return to duty. A written physician's certificate stating the employee is medically able to return to work will terminate the disability benefits with pay.

Each employee claiming disability benefits is subject to check to verify the alleged sickness by a County representative as may be directed by the Human Resources Director or designee.

Employees will continue to receive health and welfare benefits while on disability leave at the level commensurate with their employment status prior to the disability leave. Employees

will continue to accrue vacation benefits and receive holiday pay at the level commensurate with their employment status prior to the disability leave until the employee goes on the long-term disability plan.

An employee shall endorse and turn over to the County all payments made to the employee for temporary disability under the Wisconsin Worker's Compensation Act. Nothing in this contract will disallow any employee any benefits under the Workers Compensation Act.

Employees may use banked sick days to supplement the above coverage and such days may be used only after casual days are exhausted.

BANKED SICK LEAVE

Employees employed by Brown County prior to January 1, 2001 will, upon enrollment in to the Casual Leave/Disability Plan, have sick leave accumulated "banked" in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account. Fifty percent (50%) of an employee's unused accumulated banked sick leave, up to a maximum of 90 days (maximum payout – 45 days) shall be paid upon eligibility for retirement or Social Security benefits.

Employees who are eligible for State Retirement or Social Security benefits shall have the option to receive fifty percent (50%) of their banked sick leave up to a maximum of ninety (90) days (maximum payout – 45 days) in the following manner:

- a. cash payment; or
- b. request the Employer to set up an escrow account for said amount in (a) above, from which health insurance premiums shall be paid (at the Employer's group rate in full) until sum is depleted.

In the event of death of an employee, the survivor may continue to have health insurance premiums paid until the sum is depleted as in (b) above or the aforementioned 50% sum or the remainder of the escrow account will be paid in cash to the employee's estate.

Part time employees shall receive disability benefits on a pro rata hourly basis.

LONG TERM DISABILITY

Brown County's long-term disability (LTD) plan provides for eligible employees, employees who work ten or more hours per week, to receive two-thirds (2/3) pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits and Worker's Compensation benefits.

1. Qualified employees who have been disabled for a period of 180 days in a rolling 12 month period will be no longer eligible for short term disability for that same or a related injury but may qualify for long term disability provided they apply for such benefit within 30 days of the exhaustion of the 180 day elimination period. The employee may use banked sick leave, after utilizing all casual days for that year, to supplement the long term disability benefit.

e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and remains off work until he reaches 180 days in a 12 month rolling period, which is September 30, 2000, 180 days from April 1, 2000.

Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30, 1999. Tom again goes off on STD for the same related illness on September 15, 1999. On February 13, 2000 Tom's STD benefit would expire.

STD is intended to normally be utilized by an employee for up to 180 days. It is recognized that this is a benefit of indeterminate duration.

2. The Wisconsin Retirement System requires that the employer certify that all earnings, including service and pay for vacation and sick leave, have been paid and that the employee is on a leave-of-absence and not expected to return to work or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that the employee is not reasonable expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave of absence up to two years, but not to exceed his/her length of service with the County.

3. When the employee is able to return to work after being on LTD, the employee will be reinstated to the employee's former position if on LTD for less than one year. If the employee is on LTD for one year or more, the employee will be assigned an available position on a case by case basis. While on LTD, the employee will continue to accrue seniority for bargaining unit purposes, i.e., job posting, vacation selection, overtime opportunities and shift selection. Seniority for accrual of benefits will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

ARTICLE 20 INSURANCE

5. Insert:

INSURANCE DEDUCTIBLES:

The basic health insurance plan currently offered by the County shall be amended to provide that the major medical deductible for the single and family basic health insurance plan

shall be \$100.00 per individual. The maximum deductible per family shall be \$300.00 effective January 1, 2001.

6. Delete lines 482 through 494 and replace it with the following:

LIFE INSURANCE: The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each regular employee who wishes to maintain such coverage. Coverage shall be the employee's annual earnings rounded to the next \$1000.00 and the cost to the Employee shall be \$.10 per \$1000.00 of coverage.

Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after *(date to be inserted)* will be eligible to participate in the plan at their own cost subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the participating employees.

This proposal, as it pertains to life insurance, is contingent upon 100% acceptance by all Brown County bargaining groups.

7. **SIDE LETTER:** The County shall make available to employees a PPO as an additional and alternative health plan at a time at its discretion during 2000 with the following understandings:

1. Coverage shall be as outlined in the final document.

2. The County shall pay ninety-five percent (95%) (i.e., the employee shall pay 5%) of the family premium and one hundred (100%) of the single premium for such plan. The plan deductible shall be \$50.00 for the single plan and \$150.00 for the family plan.

3. There shall be no guarantee that the provider networks will remain the same or will be continued during or after the term of this agreement. Notice will be required prior to discontinuance of any provider networks in sufficient time to allow employees to opt into another plan at the time of the change or annually during the open enrollment period before the change is implemented. If the County continues to offer this plan after the expiration of this contract, the County agrees that coverage will be negotiable. Individual providers will not be guaranteed.

4. Maximum allowable fee as used in the PPO and Usual and Customary fee as used in the Basic and HSP plans are intended to be synonymous terms.

8. **SIDE LETTER:** Medically necessary disputes will upon appeal ultimately be determined by a third party qualified caregiver.

The third party administrator of the employer's health plan will determine claims paid based on the plan document. Decisions not to pay claims other than those determined to be medically necessary may be overturned by the County Risk Manager at his/her discretion.

There is no intent with the foregoing language to add or remove any rights or obligations of the parties, only to clarify practice.

9. SIDE LETTER:

U & C SETTLEMENT: The union acknowledges the settlement of the U&C grievance and agrees to dismiss the grievance agreeing to the use of the 85th percentile for surgical and non-surgical claims.

10. ARTICLE 28 DURATION

Change lines 670-673 to read:

THIS AGREEMENT shall become effective as of January 1, 1999, and remain in force and effect to and including December 31, 2001, and shall renew itself for additional one (1) year periods until and unless either party prior to July 1 of each year notifies the other party in writing that it desires to alter or amend the same at the end of the contract. Negotiations shall commence within thirty (30) days of said notice.

11. APPENDIX A

Across the board increase based on a weighted average as provided in the attached schedule.

MEMORANDUM OF UNDERSTANDING:

- | | | |
|-----|--|---------|
| 12. | <u>Premium Pay</u> | re-sign |
| 13. | <u>Americans with Disabilities Act</u> | delete |
| 14. | <u>County wide Insurance</u> | delete |
| 15. | <u>Uniform Reimbursement</u> | re-sign |

Change lines 865-866 to read:

The County and the Union agree that effective January 1, 2000, the County will provide a uniform reimbursement up to \$190.00 for employees in the Maintenance Worker classification who are required to wear a uniform.

- | | | |
|-----|-----------------------|---------|
| 16. | <u>Direct Deposit</u> | re-sign |
|-----|-----------------------|---------|

Create NEW MEMORANDUMS OF UNDERSTANDING:

17. Long term Care

The County shall make available a long-term care insurance policy in which employees may participate at the employee's own cost.

18. Vision Insurance

The County will explore discounts for vision services during the term of the contract.

19. Dental Insurance

The County will explore discounts for dental services during the term of the contract.

20. Enrollment Periods

The following memorandum of understanding is established between Brown County and Local 1901D, AFSCME, AFL-CIO representing the Brown County Para-Professional Library Employees.

It is agreed that the guidelines will be followed in respect to the Casual Day/Disability Plan:

1. Voluntary enrollment – all regular employees employed and holding a regular position as of January 1, 2001, will be given the opportunity to elect a voluntary enrollment in order to transfer from the sick leave accrual provision of Article ____*, Sick Leave, to the Casual Day/Disability Plan during the published enrollment periods and will be subject to the appropriate transfer upon the published effective qualification date. Such dates shall be:

<u>Qualification Date</u>	<u>Enrollment Date</u>	<u>Effective Date</u>
2000	7/1/00 through 12/15/00	1/1/01
2001	1/1/01 through 6/15/01	7/1/01
	7/1/01 through 12/15/01	1/1/02
2002	1/1/02 through 6/15/02	7/1/02
	7/1/02 through 12/15/02	1/1/03

2. Employees hired before January 1, 2001 who are not enrolled in the Casual Day/Disability Plan will not be eligible for any provisions of the Casual Day/Disability Plan, except upon enrollment at a qualification date provided above.

3. Employees who are enrolled in the Casual Day/Disability Plan, either by voluntary or automatic enrollment, cannot at any time elect to change to or revert back to the sick leave accrual provisions of Article ____*, Sick Leave, nor utilize any provisions of Article ____*, Worker's Compensation.

4. Employees who are enrolled in the Casual Day/Disability Plan and who have sick leave hours banked according to the provisions of the Casual Day/Disability article will be able to utilize Article ____*, Sick Leave, only in respect to section(s): (e) eligibility for sick leave, (f) effect on termination of employment, and (g) sick leave on holidays, when using banked sick leave.

This memorandum of understanding will remain in effect through December 31, 2001.

* *Article numbers to be inserted.*

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: /s/ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 10i -- **RESOLUTION REGARDING AUTHORITY TO EXECUTE A 1999-2000-2001 LABOR AGREEMENT WITH THE BROWN COUNTY PROFESSIONAL LIBRARY EMPLOYEES**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a three (3) year labor agreement on behalf of Brown County with the Brown County Professional Library Employees for the years 1999, 2000 and 2001, effective January 1, 1999, which agreement shall provide the following major changes from the 1996-1997-1998 labor agreement.

The package proposal components are as follows:

1. ARTICLE 4 WAGES

Amend language in lines 78-85 to increase WRS commensurate with the wage increase for the duration of the contract (1999-\$207.00; 2000-\$213.00; 2001-\$220.00).

2. ARTICLE 3 PROBATIONARY PERIOD

Delete the last two sentences of lines at lines 56-58 and replace with the following:

A temporary employee is one who is hired for a specified period of time or to perform on a specific project (not to exceed ninety (90) calendar days). The employee will be separated from the payroll at the end of such period. The Union shall be notified of all new employees and with the necessary information. If the reason for the temporary posting is due to illness or injury, the posting can be filled up to one-hundred eighty (180) days without re-posting.

3. Repeal and recreate ARTICLE 18 SICK LEAVE:

Employees hired prior to January 1, 2001 are eligible for the sick leave accumulation and may, by voluntary enrollment, elect to participate in the casual day/short term disability plan instead of the sick leave plan. All employees covered by sick leave shall earn sick leave which shall accrue at the rate of seven and one half (7.5) hours of sick leave for each calendar month of service.

(a) **SICK LEAVE:** Sick leave allowance shall be accumulated in the employee's base sick leave account until a maximum of nine hundred (900) hours has accrued. The list of accumulated hours shall be posted each January.

(b) **ABSENCES:** Sick leave credits in any given year shall not be earned for any period of absence without pay or time otherwise not worked or paid for, except that for administrative purposes any approved absence or absences may be disregarded.

(c) **ACCRUAL REQUIRED BEFORE USE:** Sick leave shall not be used until it has been accrued.

(d) **PART TIME EMPLOYEES:** Part-time employees shall accrue sick leave pro-rated on the basis of time worked.

(e) **ELIGIBILITY FOR SICK LEAVE:** Each permanent employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, exposure to contagious disease, pregnancy, or necessary attendance upon members of the immediate family (defined as husband, wife, children and parents) of the employee or his/her spouse.

1. Employees will attempt to make other arrangements, within a reasonable period of time (defined as up to two (2) weeks) for the attendance upon children or other persons in his/her care.

2. Employees may be required to provide a medical certificate to justify granting of sick leave after three (3) days of sick leave.

(f) **EFFECT OF TERMINATION OF EMPLOYMENT:** Previously accumulated sick leave shall not be terminated by absence on approval leave. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulate sick leave allowance shall continue in effect if he/she is rehired by any County department or agency to end such lay off.

(g) SICK LEAVE ON HOLIDAYS: In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave. Such holiday may be taken in conjunction with the vacation whenever possible.

If an employee becomes sick while they are on vacation, they can convert this time to sick leave if they notify their supervisor on each day of illness and present a doctor's certificate to their supervisor when they return to work.

(h) EMPLOYEES who retire shall receive fifty percent (50%) of their unused sick leave accumulation up to a maximum of ninety (90) days, (maximum payout 45 days) in cash if they are eligible for State Retirement or Social Security benefits or upon death. At the employee's option, the employee may request the Employer to set up an escrow account to provide for health insurance payments after retirement from the employee's sick leave payout. In the event of death of the employee, any remaining portion of the aforementioned fifty percent (50%) sum or the remainder of the escrow account will be paid in cash to the employee's estate.

Employees will be allowed to donate vacation leave to an employee who has exhausted all of their accumulated benefits.

Regular part-time employees shall be eligible for sick leave on a pro rata basis in accordance with the outlined schedule.

4. Create a new Article:

CASUAL DAYS/SHORT TERM DISABILITY LEAVE/BANKED SICK LEAVE/LONG TERM DISABILITY (Referred to in article as Casual Day/Disability Plan)

All employees who commence regular employment on or after January 1, 2001, will be automatically enrolled in the Casual Day/Disability Plan.

Part time employees enrolled in the Casual Day/Disability Plan will be subject to pro ration of benefits based on posted hours.

CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

Employees hired on or before June 30 will earn prorated casual days at a rate of one-half (1/2) day for each full month worked up to six (6) months for a total of three (3) days and then shall receive one-half (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2) additional full days. Employees hired on or after July 1 will not earn casual days during the initial calendar year in which they were employed. However, upon successful completion of six (6) months of employment, the employee shall receive five (5) casual days for the calendar year following the year of their hire.

Newly hired employees who terminate before the end of the calendar year in which they are hired or during probationary period, shall not receive any compensation for unused or accrued casual days. An employee who terminates employment on or before June 30 of any calendar year, shall receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An employee who terminates employment on or after July 1 of any calendar year shall receive payment for any unused casual days.

Casual days may be taken in fifteen (15) minute increments for purposes of required dental and medical care. Doctor and dentist appointments should be limited to a reasonable number of hours from work.

Casual days and banked sick leave may be used by an employee who is injured on the job to supplement his/her short term disability benefits in an amount which will equal regular pay. Such banked sick leave may be used only after casual days are exhausted.

SHORT TERM DISABILITY LEAVE

Employees who have completed six (6) months of service shall be eligible for disability leave pay as follows:

- On the job accidents or injuries of the employee – first day coverage at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).
- Sickness or an off the job accident or injury of the employee – coverage after three (3) work days at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) work days of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability, and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employer agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

In order to qualify for disability benefits, an employee must report to the immediate supervisor or other management designated employee at least one (1) hour prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but no less than one (1) hour prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

Employees absent for sickness in excess of three(3) consecutive work days who return to work but return to sickness leave status again within five (5) work days will immediately return to 75% of regular pay without any waiting period. Employees shall be eligible for an additional 26 weeks of coverage in the event the subsequent absence is for purposes unrelated to the initial absence.

An employee shall be eligible to use accrued disability benefits with pay for a period of absence from employment which is due to his/her personal injury or illness or in his/her immediate family or required dental care. Immediate family is defined as an employee's child, spouse or parent as those terms are defined under Section 103.10 Wis. Stats. Employees have the duty to attempt to make other arrangements within a reasonable period of time (defined as up to two calendar weeks) for the attendance of immediate family in their care or to be with an immediate family member who is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate disability benefits. The employee shall make herself available for return to work six (6) weeks from delivery and/or such time that the physician documents that the individual is medically able to return to duty. A written physician's certificate stating the employee is medically able to return to work will terminate the disability benefits with pay.

Each employee claiming disability benefits is subject to check to verify the alleged sickness by a County representative as may be directed by the Human Resources Director or designee.

Employees will continue to receive health and welfare benefits while on disability leave at the level commensurate with their employment status prior to the disability leave. Employees will continue to accrue vacation benefits and receive holiday pay at the level commensurate with their employment status prior to the disability leave until the employee goes on the long-term disability plan.

An employee shall endorse and turn over to the County all payments made to the employee for temporary disability under the Wisconsin Worker's Compensation Act. Nothing in this contract will disallow any employee any benefits under the Workers Compensation Act.

Employees may use banked sick days to supplement the above coverage and such days may be used only after casual days are exhausted.

BANKED SICK LEAVE

Employees employed by Brown County prior to January 1, 2001 will, upon enrollment in to the Casual Leave/Disability Plan, have sick leave accumulated “banked” in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account. Fifty percent (50%) of an employees unused accumulated banked sick leave, up to a maximum of 90 days (maximum payout – 45 days) shall be paid upon eligibility for retirement or Social Security benefits.

Employees who are eligible for State Retirement or Social Security benefits shall have the option to receive fifty percent (50%) of their banked sick leave up to a maximum of ninety (90) days (maximum payout – 45 days) in the following manner:

- a. cash payment, or
- b. request the Employer to set up escrow account for said amount in (a) above, from which health insurance premiums shall be paid (at the Employer’s group rate in full) until sum is depleted.

In the event of death of an employee, the survivor may continue to have health insurance premiums paid until the sum is depleted as in (b) above or the aforementioned 50% sum or the remainder of the escrow account will be paid in cash to the employee’s estate.

Part-time employees shall receive disability benefits on a pro rata hourly basis.

LONG TERM DISABILITY

Brown County’s long-term disability (LTD) plan provides for eligible employees, employees who work ten or more hours per week, to receive two-thirds (2/3) pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits and Worker’s Compensation benefits.

1. Qualified employees who have been disabled for a period of 180 days in a rolling 12 month period will be no longer eligible for short term disability for that same or a related injury but may qualify for long term disability provided they apply for such benefit within 30 days of the exhaustion of the 180 day elimination period. The employee may use banked sick leave, after utilizing all casual days for that year, to supplement the long term disability benefit.

e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and remains off work until he reaches 180 days in a 12 month rolling period, which is September 30, 2000, 180 days from April 1, 2000.

Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30, 1999. Tom again goes off on STD for the same or related illness on September 15, 1999. On February 13, 2000 Tom's STD benefit would expire.

STD is intended to normally be utilized by an employee for up to 180 days. It is recognized that this is a benefit of indeterminate duration.

2. The Wisconsin Retirement System requires that the employer certify that all earnings, including service and pay for vacation and sick leave, have been paid and that the employee is on a leave-of-absence and not expected to return to work or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that the employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave-of-absence up to two years, but not to exceed his/her length of service with the County.

3. When the employee is able to return to work after being on LTD, the employee will be reinstated to the employee's former position if on LTD for less than one year. If the employee is on LTD for one year or more, the employee will be assigned an available position on a case by case basis. While on LTD, the employee will continue to accrue seniority for bargaining unit purposes, i.e., job posting, vacation selection, overtime opportunities and shift selection. Seniority for accrual of benefits will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

ARTICLE 20 INSURANCE

5. Insert:

INSURANCE DEDUCTIBLES:

The basic health insurance plan currently offered by the County shall be amended to provide that the major medical deductible for the single and family basic health insurance plan shall be \$100.00 per individual. The maximum deductible per family shall be \$300.00 effective January 1, 2001.

6. Delete lines 474 through 488 and replace it with the following:

LIFE INSURANCE: The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each regular employee who wishes to maintain such coverage. Coverage shall be the employee's annual earnings rounded to the next \$1000.00 and the cost to the Employee shall be \$.10 per \$1000.00 of coverage.

Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after *(date to be inserted)* will be eligible to participate in the plan at their own cost subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the participating employees.

This proposal, as it pertains to life insurance, is contingent upon 100% acceptance by all Brown County bargaining groups.

7. SIDE LETTER: The County shall make available to employees a PPO as an additional and alternative health plan at a time at its discretion during 2000 with the following understandings:

1. Coverage shall be as outlined in the final document.

2. The County shall pay ninety-five percent (95%) (i.e. the employee shall pay 5%) of the family premium and one hundred percent (100%) of the single premium for such plan. The plan deductible shall be \$50.00 for the single plan and \$150.00 for the family plan.

3. There shall be no guarantee that the provider networks will remain the same or will be continued during or after the term of this agreement. Notice will be required prior to discontinuance of any provider networks in sufficient time to allow employees to opt into another plan at the time of the change or annually during the open enrollment period before the change is implemented. If the County continues to offer this plan after the expiration of this contract, the County agrees that coverage will be negotiable. Individual providers will not be guaranteed.

4. Maximum allowable fee as used in the PPO and Usual and Customary fee as used in the Basic and HSP plans are intended to be synonymous terms.

8. SIDE LETTER: Medically necessary disputes will upon appeal ultimately be determined by a third party qualified caregiver.

The third party administrator of the employer's health plan will determine claims paid based on the plan document. Decisions to not pay claims other than those determined to be medically necessary may be overturned by the County Risk Manager at his/her discretion.

There is no intent with the foregoing language to add or remove any rights or obligations of the parties, only to clarify practice.

9. SIDE LETTER: U&C SETTLEMENT: The union acknowledges the settlement of the U&C grievance and agrees to dismiss the grievance agreeing to the use of the 85th percentile for surgical and non-surgical claims.

10. ARTICLE 23 SENIORITY

Delete the word “vacation” as it appears at line 549 and replace it with the word “vacancy”.

11. ARTICLE 28 DURATION

Change lines 664-667 to read:

THIS AGREEMENT shall become effective as of January 1, 1999, and remain in force and effect to and including December 31, 2001, and shall renew itself for additional one (1) year periods until and unless either party prior to July 1 of each year notifies the other party in writing that it desires to alter or amend the same at the end of the contract. Negotiations shall commence within thirty (30) days of said notice.

12. APPENDIX A

Across the board increase based on a weighted average as provided in the attached schedule.

MEMORANDUMS OF UNDERSTANDING:

- | | | |
|-----|--|---------|
| 13. | <u>Premium Pay</u> | re-sign |
| 14. | <u>Americans with Disabilities Act</u> | delete |
| 15. | <u>County wide Insurance</u> | delete |
| 16. | <u>Direct Deposit</u> | re-sign |

Create NEW MEMORANDUMS OF UNDERSTANDING:

17. Long-term Care

The County shall make available a long-term care insurance policy in which employees may participate at the employee’s own cost.

18. Vision Insurance

The County will explore discounts for vision services during the term of the contract.

19. Dental Insurance

The County will explore discounts for dental services during the term of the contract.

20. Enrollment Periods

The following memorandum of understanding is established between Brown County and Local 1901B, AFSCME, AFL-CIO, representing the Brown County Professional Library Employees.

It is agreed that the guidelines will be followed in respect to the Casual Day/Disability Plan:

1. Voluntary enrollment – all regular employees employed and holding a regular position as of January 1, 2001, will be given the opportunity to elect a voluntary enrollment in order to transfer from the sick leave accrual provision of Article __*, Sick Leave, to the Casual Day/Disability Plan during the published enrollment periods and will be subject to the appropriate transfer upon the published effective qualification date. Such dates shall be:

<u>Qualification Date</u>	<u>Enrollment Date</u>	<u>Effective Date</u>
2000	7/1/00 through 12/15/00	1/1/01
2001	1/1/01 through 6/15/01	7/1/01
	7/1/01 through 12/15/01	1/1/02
2002	1/1/02 through 6/15/02	7/1/02
	7/1/02 through 12/15/02	1/1/03

2. Employees hired before January 1, 2001 who are not enrolled in the Casual Day/Disability Plan will not be eligible for any provisions of the Casual Day/Disability Plan, except upon enrollment at a qualification date provided above.

3. Employees who are enrolled in the Casual Day/Disability Plan, either by voluntary or automatic enrollment, cannot at any time elect to change to or revert back to the sick leave accrual provisions of Article __*, Sick Leave, nor utilize any provisions of Article __*, Worker's Compensation.

4. Employees who are enrolled in the Casual Day/Disability Plan and who have sick leave hours banked according to the provisions of the Casual Day/Disability article will be able to utilize Article __*, Sick Leave, only in respect to section(s): (e) eligibility for sick leave, (f) effect on termination of employment, and (g) sick leave on holidays, when using banked sick leave.

This memorandum of understanding will remain in effect through December 31, 2001.

* *Article numbers to be inserted.*

BE IT FURTHER RESOLVED that the funds to cover the cost resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive

Date: 3/1/00

No. 10j -- **RESOLUTION REGARDING AUTHORITY TO EXECUTE A 1999-2000
LABOR AGREEMENT WITH THE BROWN COUNTY COMMUNITY
HEALTH NURSE EMPLOYEES**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a three (3) year labor agreement on behalf of Brown County with the Brown County Community Health Nurse Employees for the years 1999, 2000 and 2001, effective January 1, 1999, which agreement shall provide the following major changes from the 1996-1997-1998 labor agreement.

The package proposal components are as follows:

The County proposes the predecessor contract with the following changes:

1. **ARTICLE 7 SENIORITY**

Delete lines 170 through 174, commencing with the word "Current".

2. **ARTICLE 10 PARKING AND CAR EXPENSES**

Pay mileage at the IRS rate.

3. **ARTICLE 14 SICK LEAVE**

Delete entire article.

4. **ARTICLE 16 CASUAL DAYS**

Delete the phrase "(effective January 1, 1998)" as it appears in this article at lines 406 and 424.

5. **ARTICLE 17 SHORT TERM DISABILITY LEAVE**

Delete the phrase "(effective January 1, 1998)" as it appears in this article at lines 441, 467 and 511.

6. **ARTICLE 18 LONG TERM DISABILITY**

Delete the phrase "(effective January 1, 1998)" as it appears in this article at lines 527 and 555.

Delete lines 534 and 535 and replace with the following:

Qualified employees who have been disabled for a period of 180 days in a rolling 12 month period will no longer be eligible for short term disability for that same or a related injury but may qualify for long term disability provided they apply for such benefit within 30 days of the exhaustion of the 180 day elimination period. The employee may use banked sick leave, after utilizing all casual days for that year, to supplement the long term disability benefit.

e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and remains off work until he reaches 180 days in a 12 month rolling period, which is September 30, 2000, 180 days from April 1, 2000.

Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30, 1999. Tom again goes off on STD for the same or related illness on September 15, 1999. On February 13, 2000 Tom's STD benefit would expire.

STD is intended to normally be utilized by an employee for up to 180 days. It is recognized that this is a benefit indeterminate duration.

7. ARTICLE 19 BANKED SICK LEAVE

Delete the phrase "(effective January 1, 1998)" as it appears in this article at line 562.

8. ARTICLE 25 INSURANCE – HEALTH, DENTAL, AND LIFE

Delete the phrase "(effective January 1, 1998)" as it appears in this article at lines 688-689, 725-726 and 767-768.

9. Delete lines 688-723.

10. Execute a side letter to reflect the current practices of the parties regarding the basic plan:

"Medically necessary" disputes will upon appeal ultimately be determined by a third party qualified caregiver.

The third party administrator of the employer's health plan will determine claims paid based on the plan document. Decisions to not pay claims other than those determined to be medically necessary may be overturned by the County Risk Manager at his/her discretion.

(There is no intent with the foregoing language to add or remove any rights or obligations of the parties, only to clarify practice.)

11. The parties will execute a side agreement that provides as follows: The County shall make available to employees a PPO as an additional and alternative health plan at a time at its discretion during 2000 with the following understandings:

1. Coverage shall be as outlined in the final document.

2. The County shall pay ninety-five percent (95%) (i.e. the employee shall pay 5%) of the family premium and one hundred percent (100%) of the single premium for such plan. The plan deductible shall be \$50.00 for the single plan and \$150.00 for the family plan.

3. There shall be no guarantee that the provider networks will remain the same or will be continued during or after the term of this agreement. Notice will be required prior to discontinuance of any provider networks in sufficient time to allow employees to opt into another plan at the time of the change or annually during the open enrollment period before the change is implemented. If the county continues to offer this plan after the expiration of this contract, the County agrees that coverage will be negotiable. Individual providers will not be guaranteed.

4. Maximum allowable fee as used in the PPO and Usual and Customary fee as used in the Basic and HSP plans are intended to be synonymous terms.

Insert:

Insurance Deductibles:

The basic health insurance plan currently offered by the County shall be amended to provide that the major medical deductible for the single family basic health insurance plan shall be \$100.00 per individual. The maximum deductible per family shall be \$300.00 effective January 1, 2001.

12. Delete lines 760 through 778 and replace it with the following language:

The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each regular employee who wishes to maintain such coverage. Coverage shall be the Employees' annual earnings rounded to the next \$1000.00 and the cost to the Employee shall be \$.10 per \$1000.00 of coverage.

Employees may purchase additional life insurance coverage at the full cost or such coverage up to 5 times annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after 1/1/99 will be eligible to participate in the plan at their own cost subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the participating employees.

This proposal, as it pertains to life insurance, is contingent upon 100% acceptance by all Brown County bargaining groups.

13. Insert at line 757:

Retirees

Retired employees with at least ten (10) full years of service with Brown County and eligible for benefits under the Wisconsin Retirement System are eligible to continue health benefits for their lifetime and the lifetime of their current spouse provided they pay the entire premium cost. Dental plan benefits will terminate for each retiree/spouse upon the first of the month in which the retiree/spouse attains age 65.

Disabled employees eligible for benefits under the Wisconsin Retirement System are also eligible for the health and dental plan continuation rights.

14. ARTICLE 30 WISCONSIN RETIREMENT FUND

Increase contribution commensurate with wage increase for the life of this contract. (1999-\$2746.00; 2000-\$2828.00; 2001-\$2913.00)

15. APPENDIX A:

Parity adjustment: prior to the % wage adjustment, adjust the wage scale to reflect wage parity between Sanitarian II and CHNII, and adjust the wage scale of the CHNI increasing the same dollar amount as the CHNII, as provided in the attached Appendix A.

Increase all hourly rates by 3% in 1999, 3% in 2000 and 3% in 2001.

Effective 1/1/01 increase the wage rate by \$.05 after the % adjustment.

16. U&C SETTLEMENT: The union acknowledges the settlement of the U&C grievance and agrees to dismiss the grievance agreeing to the use of the 85th percentile for surgical and non-surgical claims.

17. EXISTING MEMORANDUMS OF UNDERSTANDING:

Cellular Phones

re-sign

Job Share

re-sign

18. PROPOSED MEMORANDUMS:

Long-term Care

The County shall make available a Long-term Care insurance policy in which employees may participate at the employee's own cost.

APPENDIX A
WAGE SCHEDULE-COMMUNITY HEALTH NURSES
COMMUNITY HEALTH NURSE I(A)

Table 01

<u>Year</u>	<u>Job Rate</u>	<u>8 years</u>	<u>12 years</u>	<u>16 years</u>
	01	02	03	04
1999	19.9096	19.9859	20.0407	20.1390
2000	20.5069	20.5855	20.5855	20.7432
2001	21.1721	21.2531	21.3112	21.4155

COMMUNITY HEALTH NURSE II(B)

<u>Year</u>	<u>Job Rate</u>	<u>8 years</u>	<u>12 years</u>	<u>16 years</u>
	01	02	03	04
1999	20.9476	21.0131	21.0678	21.1552
2000	21.5760	21.6435	21.6998	21.7899
2001	22.2733	22.3428	22.4008	22.4936

This schedule incorporates longevity rates previously addressed in a separate article.
(The 2001 wage shown above has been increased by \$.05 as provided above.)

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

A motion was made by Supervisor Collins and seconded by Supervisor Reich to adopt items #10g thru #10j with one vote. Vote taken. Motion carried unanimously with no abstentions.

No. 10j(i)-- RESOLUTION REGARDING REQUESTING TIME FOR COUNTY CONSIDERATION OF LAMBEAU FIELD STATE LEGISLATION

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Green Bay Packer organization is recognized as a vital source of financial and social vitality in Brown County and throughout the State of Wisconsin;

WHEREAS, the Green Bay Packers have proposed a financing plan and time table for a \$295 million renovation of Lambeau Field, with the primary funding source for this renovation, and for future operating and maintenance costs, to be borne by Brown County taxpayers; and

WHEREAS, because of the complexity of the proposed Packer legislation, there is insufficient time for a thorough financial and legal analysis of the proposal prior to attempting to pass State legislation which could be onerous to Brown County taxpayers and also provides insufficient time for input from the elected officials of Brown County Government; and

WHEREAS, other issues also must be resolved regarding the Packer proposal, a few of which include the following:

1. The rush in the State Legislature, absent sufficient legal and financial analysis, to pass legislation establishing a professional football stadium district appointed seven member board which would have the authority to levy a sales tax in Brown County;
2. The proposition that the State gain significant control over this seven member district board by allowing 2 of 7 members to be appointed by the Governor, including the Chair, giving the State a grossly disproportionate share of control considering their lack of serious financial participation in this project.
3. Issues concerning the structure and size of the sales tax being proposed.
4. Proposed language in the State legislation to allow sales tax revenue to be used for operating and maintenance expenses for the stadium, rather than being restricted solely to debt service; and

WHEREAS, the Packer President, Mr. Bob Harlan, has indicated a willingness to discuss these issues with Brown County elected officials.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that, based on a variety of concerns and issues with the Packer proposal for a renovated Lambeau Field, including those issues stated above, it hereby calls upon the State Legislature to delay action on the legislation as proposed by the Packers for the renovation of Lambeau Field to provide adequate time for Brown County, through its elected officials, to analyze, debate and refine not only the Packer proposal, but other potential funding plans for Lambeau Field.

Respectfully submitted,
EXECUTIVE COMMITTEE

Supervisor Schillinger does not support the bill that is proposed. He doesn't support this resolution because it sends the wrong message. Mr. Harlan is waiting to speak with anyone who calls him.

Supervisor Williquette supports the resolution as presented. She feels this is being shoved down our throats and went on to explain her reasoning. Her Constituents don't feel Packers should get the full half a percent.

Supervisor Simons feels we should send a message to Madison to include the residents of Brown County who will be paying the bill.

Supervisor Schmitt is in favor of the resolution. We must look at Brown County's needs to make the right decision. We must all work together for a common goal.

Supervisor Moynihan feels we as a board are moving too fast by sending this resolution. He feels the process will take care of itself. The resolution is sending the wrong message.

Supervisor Reich feels there is nothing wrong with the language of this resolution. We must send our message to Madison. This sends the message that we must analyze what is taking place first. This must be in the best interest of taxpayers of Brown County.

Supervisor Schmitz feels the Packers should have communicated with the Brown County Board.

Supervisor Zima spoke on Packer tradition and feels we must act on this resolution.

Supervisor Krueger, Supervisor Kaye, Supervisor Vander Leest, and Supervisor Collins agree with this resolution.

Supervisor Schmitt supports this resolution since the Board has only known of this plan for 25 days. We are only asking to delay this. We need answers. We love the Packers but we must have concerns addressed.

A motion was made by Supervisor Schadewald and seconded by Supervisor Haefs to amend the resolution after state legislation to, in line three by adding – “to delay action and provide adequate time to analyze, debate and refine the legislation as proposed by the Packer for the renovation and funding sources for Lambeau Field, in close cooperation with Brown County, through its elected officials.”

Supervisor Schadewald feels this amendment sends a message that we want to work together with Madison and the Packers.

Supervisor Schmitt doesn't agree with amendment.

Supervisor Schmitt interjects amendment “to delay action and”.

Discussion on amendment.

Supervisors Krueger, Reich, Simons, Kuehn, Johnson, Vander Leest, Baenen, Kuehn and Supervisor Clancy spoke on why they support the original resolution presented by the Committee.

Supervisor Schillinger supports the amendment by Supervisor Schadewald because it sends a message that we, the County Board, want to take time to work with you.

Supervisor Moynihan is against the resolution but supports the amendment.

Supervisor Schadewald asked Paul Vornholt his opinion. Paul said we are sending our message in both resolution and amendment. The message is clear in both.

Supervisor Schmitt withdrew his portion of motion “delayed”....

Vote taken on Supervisor Schadewald's amendment. Roll Call #10ji(1):

Ayes: Vanden Plas, Watermolen, Schadewald, Kuehn, Schillinger, Moynihan

Nays: Baenen, Bunker, Krueger, Hansen, Zima, Vander Leest, Collins, Clancy, Wilmet, Schmitz, Schmitt, Haefs, Kaye, Johnson, Reich, Simons, Williquette

Excused: Hinkfuss

Total Ayes: 6 Total Nays: 17 Excused: 1

Motion on Supervisor Schadewald's amendment defeated.

Back to original motion.

A motion was made by Supervisor Baenen and seconded by Supervisor Kuehn to suspend the rules to allow interested parties to address the Board. Vote taken. Motion carried.

Mary Marquardt asked to be recorded in favor of resolution but chose not to speak.

Tom Giese, 1210 13th Ave., Green Bay and Dawn Kelm, 4117 White Pine Drive, Green Bay, spoke in favor of the resolution.

A motion was made by Supervisor Collins and seconded by Supervisor Reich to return to the regular order of business. Vote taken. Motion carried.

Supervisor Schadewald complimented everyone for the debate and discussion. He will support the original resolution.

Vote on original resolution. Roll Call #10ji(2):

Ayes: Baenen, Bunker, Krueger, Hansen, Zima, Vander Leest, Vanden Plas, Collins, Clancy, Wilmet, Watermolen, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Johnson, Kuehn, Reich, Simons, Williquette

Nays: Schillinger, Moynihan

Excused: Hinkfuss

Total Ayes: 21 Total Nays: 2 Excused: 1

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

**No. 10k -- RESOLUTION REGARDING AUTHORIZING INCREASE IN
COMPENSATION TO BROWN COUNTY CONDEMNATION
COMMISSION**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Sec. 32.08(4), Wis. Stats., provides that County Boards shall fix a reasonable sum at an hourly rate to compensate members of the County Condemnation Commission and shall set a mileage rate for reimbursement of travel expenses; and

WHEREAS, the current hourly rate for compensation for Condemnation Commission members is twenty dollars (\$20.00) and the present mileage rate is twenty cents (\$.20) per mile, which rates have been in effect since May, 1980; and

WHEREAS, the Brown County Condemnation Commissioners should be compensated at an hourly rate of pay which more closely reflects present day conditions and they should be reimbursed for mileage at the same rate established by Brown County.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves of an hourly compensation rate for Condemnation Commissioners of twenty-five dollars (\$25.00), effective January 1, 2000, and further that they receive mileage at the rate established in the Brown County budget on an annual basis in addition to other

reasonable and necessary out-of-pocket expenses incurred in connection with their duties as Condemnation Commissioners.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

A motion was made by Supervisor Moynihan and seconded by Supervisor Williquette to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 3/1/00

No. 11 -- Such other matters as authorized by law. None.

Vice Chair Watermolen commended the County Board on how well they worked together this evening on a complex issue.

No. 12 -- Bills over \$10,000 for periods ending February 1, 2000.

A motion was made by Supervisor Hansen and seconded by Supervisor Kaye to pay the bills. Vote taken. Motion carried unanimously with no abstentions.

No. 13 -- Closing Roll Call:

Present: Baenen, Bunker, Krueger, Hansen, Zima, Vander Leest, Vanden Plas, Collins, Clancy, Wilmet, Watermolen, Schadewald, Schmitz, Schmitt, Haefs, Kaye, Johnson, Kuehn, Reich, Schillinger, Moynihan, Simons, Williquette

Excused: Hinkfuss

Total Present: 23

Total Excused: 1

**No. 14 -- ADJOURNMENT TO WEDNESDAY, MARCH 15, 2000 AT 7:30 P.M.,
LEGISLATIVE ROOM, 100 N. JEFFERSON STREET, GREEN BAY,
WISCONSIN**

A motion was made by Supervisor Zima and seconded by Supervisor Krueger to adjourn to the above date and time. Vote taken. Motion carried unanimously with no abstentions.

DARLENE K. MARCELLE
BROWN COUNTY CLERK